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Letter dated 2 October 2001 from the Permanent Representative of Ecuador to the United Nations addressed to the Secretary-General

I have the honour to refer to the matter of "international cooperation to reduce the impact of the El Niño phenomenon" which is part of agenda item 98 (b) of the fifty-sixth session of the General Assembly.

In that connection, I am pleased to report that, pursuant to the provisions of paragraph 5 of General Assembly resolution 55/197, the Government of the Republic of Ecuador signed, on 19 September 2001, a memorandum of cooperation with the World Meteorological Organization (WMO), the text of which is enclosed (see appendix).

The purpose of this instrument is to strengthen cooperation between the Government of Ecuador and WMO, for the purpose of initiating activities related to the establishment of the International Research Centre for the El Niño/Southern Oscillation (ENSO) Phenomenon

To that end, that same instrument constituted a Special Trust Fund within the WMO accounts.

I should be grateful if you would have this letter and its appendix circulated as a document of the Second Committee.

(*Signed*) Mario **Alemán Salvador**
Ambassador
Permanent Representative

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Appendix to the letter dated 2 October 2001 from the Permanent Representative of Ecuador to the United Nations addressed to the Secretary-General

MEMORANDUM OF COOPERATION BETWEEN THE REPUBLIC OF ECUADOR AND THE WORLD METEOROLOGICAL ORGANIZATION (WMO)

Constitution of Special Trust Agreement Funds Within the WMO Accounts, for "Establishment, Operation and Development of the International Research Center for the El Niño/ Southern Oscillation (ENSO) Phenomenon – IRCEN"

RECALLING United Nations General Assembly resolutions 52/200, as of December 18, 1997; 53/185, as of December 15, 1998; 54/220, as of December 22, 1999; and 55/197, as of December 20, 2000; and the Economic and Social Council resolutions 1998/46, as of July 28, 1998; 1999/63, as of July 30, 1999; and 2000/33, as of July 28, 2000, on "International Cooperation to Reduce the Impact of the El Niño Phenomenon" and the recommendations contained therein to take the necessary measures for the prompt establishment of the International Research Center for the El Niño/ Southern Oscillation (ENSO) Phenomenon – IRCEN in Guayaquil, Ecuador;

CONSIDERING THAT the World Meteorological Organization (WMO) and the Government of the Republic of Ecuador, through the National Institute of Meteorology and Hydrology, have maintained a beneficial relationship of Institutional Cooperation in the areas of atmospheric weather, climate, water and environmental resources, by means of various technical cooperation activities;

CONSIDERING THAT the WMO is a United Nations agency specialized in Meteorology, Operational Hydrology and related Sciences, the main purposes of which are (i) to coordinate the activities of their Members in the generation and exchange of information on weather, water and climate, according to international research standards at national, international and word-wide level; and in the training of professionals according to internationally recognized standards, and (ii) to facilitate the development of services in order to improve the well-being and security of communities, nations and humanity as a whole;

CONSIDERING THAT the Government of Ecuador has offered to host the Establishment of the International Research Center for the El Niño/ Southern Oscillation Phenomenon, establishing as its headquarters the City of Guayaquil, with the initial participation of the following national entities: National Institute of Meteorology and Hydrology, Oceanographic Institute of the Navy, National Institute of Fishery, University of Guayaquil, Higher School of Polytechnics of the Coast, and the Catholic University of Santiago de Guayaquil;

CONSIDERING THAT the WMO has recognized the urgent necessity of carrying out a feasibility study, organizing a mission from January 28 to February 7, 1999 to execute that task. That Feasibility Study describes the scientific and organizational context, scope and functions of the Center, its possible headquarters, necessary staff and equipment, as well as the probable costs arising for both the host country and the international community;

CONSIDERING THAT the interest of both the international and national scientific communities, as well as the Government of Ecuador, in facilitating the realization of activities that allow to carry out studies to issue early warnings before the Events of El

Niño/ Southern Oscillation and La Niña make themselves manifest, in order to reduce their future impacts;

THEREUPON the World Meteorological Organization and the Government of the Republic of Ecuador hereby agree as follows:

1. **Purpose**

To strengthen collaboration between the Government of Ecuador and the WMO, for the purpose of initiating the activities related to the Establishment of the Center, based on the indications contained in the previously carried out Feasibility Study.

2. **Implementation**

For this cooperation to take effect, the Government of Ecuador shall create Funds within the WMO accounts, under the conditions contained in the annexed "TERMS OF REFERENCE AND SPECIFIC MODALITIES" which constitute an integral part of this Memorandum. Any modifications to the Memorandum and/or their Annex shall be realized by request of any one of the parties, through exchange of notes and upon agreement between the parties.

In witness whereof, the undersigned Representatives being duly authorized thereto by their respective Government and Organization have signed the present Agreement in Quito, on the 19th of September 2001, in two originals in the English language and two originals in the Spanish language, one of each for each Party.

For the Government of Ecuador

Jaime Marchán
Minister of Foreign Affairs
(In Charge)

For the World Meteorological Organization

O. P. Obasi
Secretary General

Honorary Witness

Gustavo Noboa Bejarano
President of the Republic of Ecuador

ANNEX

Trust Agreement for the Establishment, Operation and Development of the International Research Center for the El Niño/ Southern Oscillation (ENSO) Phenomenon–IRCEN

TERMS OF REFERENCE AND SPECIFIC MODALITIES

1.- FUNDS DEFINITION.- The funds are the monetary or financial values that constitute the assets of the present trust agreement, represented by the amounts of money and the values proceeding from the CONTRIBUTOR (i.e., the Government of Ecuador), in possession of THE TRUSTEE (i.e., the WMO), referred to in the present Agreement, and the proceeds of the said values arising from investments carried out by THE TRUSTEE, less any commissions, withdrawals or pending liabilities and other expenses attributable to the trust funds.

2.- FUNDS CONSTITUTION.- The trustor or contributor grants to deposit the amount of THREE HUNDRED EIGHTY-FIVE THOUSAND (US$385,000) Dollars of the United States of America, into the Trustee's bank account, as a contribution for the purpose of guaranteeing Ecuador's disposition to initiate the activities that should lead to the establishment and commissioning of the International Research Center for the El Niño/ Southern Oscillation Phenomenon–IRCEN. Other values granted by other contributors or donors may be added thereto.

3.- WMO CONTRIBUTION.- THE WMO shall assist in the activities concerning the design on the project document and the implementation of the future Center.

4.- PURPOSE OF THE TRUST AGREEMENT.- The main purpose of the trust agreement is the administration by THE TRUSTEE of the funds' financial resources and the annual proceeds these produce, which shall be destined to finance the activities stipulated in the above paragraph.

5.- TECHNICAL COMMITTEE.- A Technical Committee in charge of operational procedures shall be created for the selection process of acquisitions to be financed out of the Funds, as well as for authorization of any payments to be carried out. The Technical Committee shall be composed of representatives of the following institutions: National Institute of Meteorology and Hydrology (INAMHI), Oceanographic Institute of the Navy (INOCAR), National Institute of Fishery (INP), University of Guayaquil, Catholic University of Santiago de Guayaquil and Higher School of Polytechnics of the Coast, who shall all be sufficiently credited. The Technical Committee shall reach its decisions by consent, which shall be communicated to THE TRUSTEE for acquisitions to be effected or specific expenses to be made.

6.- RIGHTS AND OBLIGATIONS OF THE TECHNICAL COMMITTEE.- The Technical

Committee shall have the following rights and obligations:

- To keep books of contributions into the Funds.
- To review and approve financial and accounting statements submitted by the trustee on the operations carried out.
- To assess and select all acquisitions and expenses to be financed out of the funds, in conformity with the guidelines and regulations contained in the feasibility study.
- To supervise and control all acquisitions and expenses financed out of the funds.

- To produce and submit statements concerning the funds' financial situation and performance.
- To submit statements to the CONTRIBUTOR on the Trust Agreement's management situation.

7.- RIGHTS AND OBLIGATIONS OF THE TRUSTEE.-

The trustee shall have the following rights and obligations:

- To manage the values under this trust agreement as, in its discretion, it deems best convenient for the interests of the trust funds, for which it may carry out, upon previous mandatory authorization by the Technical Committee, secure and profitable investments and reinvestments of high liquidity.
- To submit quarterly financial statements to the Technical Committee.
- To keep the accounting books corresponding to operations carried out in respect of trust values at all times available to the Technical Committee.
- To effect any payments in conformity with these Terms of Reference and Specific Modalities.
- To carry out all other administrative, financial and accounting actions the TRUSTEE considers necessary or desirable in benefit of the trust agreement and which are in conformity with WMO procedures and regulations.
- To assist the Government of Ecuador and the project authorities in the international resource mobilization for the future implementation of the Center.

8.- PAYMENTS AGAINST THE FUNDS.- The trustee shall manage the funds according to WMO financial regulations.

9.- TRUSTEE COMMISSIONS .- The TRUSTEE shall be entitled to six percent (6%) of the calculated total of the monthly executed funds, for the administration of the said funds, in accordance with payment instructions by the Technical Committee.

10.- CONTRACT PERIOD.- The present trust agreement shall have the duration that is necessary for carrying out the purposes for which it was constituted, and may be terminated by canceling or suppressing the establishment and implementation of the IRCEN. In this event, the Technical Committee shall immediately notify the TRUSTEE, so that, in conformity with the Committee's provisions, it may proceed to distribute the funds in favor of those entitled.

11.- WINDING UP OF THE TRUST AGREEMENT.- At the end of this trust agreement, the TRUSTEE shall submit the Technical Committee a comprehensive balance of the state of the funds account, which shall be approved by the said Committee within fifteen days following that action. It shall be entitled to make observations or request any corresponding explanations, in which event the said term shall restart upon reception of the new statement. In case there is no explicit approval within the said term, the submitted statements shall tacitly be understood as approved. The approval of the balance and the statements submitted shall conclude the present contract. The TRUSTEE shall submit the Government of Ecuador the trust funds' available net balance resulting after deduction of the contributions made and the gross revenues proceeding from any investments in respect of the funds, as well as any expenses, payments, paid or pending commissions, in conformity with the provisions under the present contract.

12.- NOTICES.- Any notification or communication between the parties on any matter related to the present contract, shall be made in writing and mailed to the following addresses:

- TECHNICAL COMMITTEE: **INOCAR, as a Focal Point IRCEN National Address.**
- TRUSTEE: **WMO - Technical Cooperation Department, for all technical aspects, Administration of Resources Department, for all financial aspects.**

13.- DISPUTE SETTLEMENT.- The parts commit themselves to carry out all the necessary efforts to settle any dispute arising in relation to this trust agreement by mutual agreement. In the event a dispute cannot be settled in the said way, a solution shall be sought through the pertinent diplomatic channels.

For the Government of Ecuador	For the World Meteorological Organization
Jaime Marchán Minister of Foreign Affairs (In Charge)	O. P. Obasi Secretary General